



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number: <u>070080</u>	RFP Title: <u>Lone Pine State Park – Timber Harvest and Wildfire Hazardous Fuels Reduction Project</u>
RFP Response Due Date and Time: <u>November 30, 2006</u> 2:00 pm, Local Time	Number of Pages: <u>31</u>

ISSUING AGENCY INFORMATION

Procurement Officer: <u>Sally Byrd</u>	Issue Date: <u>October 30, 2006</u>
Fish Wildlife and Parks Procurement Officer: Sally Byrd/Donna Aldrich Address: P.O. Box 200701, 930 Custer Ave Telephone Number: (406) 495-3241 Fax Number: (406) 495-3253 E-mail Address: doaldrich@mt.gov	Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://www.fwp.mt.gov

INSTRUCTIONS TO OFFERORS

Return Proposal to: <u>Montana Fish, Wildlife and Parks</u> <u>P.O. Box 200701</u> <u>930 Custer Avenue</u> <u>Helena, MT 59620-0701</u>	Mark Face of Envelope/Package: RFP Number: <u>070080</u> RFP Response Due Date: November 30, 2006 Special Instructions: <u>Pre-proposal conference is scheduled for</u> <u>November 14, 2006 at Lone Pine State Park Visitor</u> <u>Center</u>
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IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	Authorized Offeror Signatory: <small>(Please print name and sign in ink)</small>
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the State’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the State’s website for RFP addenda.** Before submitting your response, check the State’s website at <http://www.fwp.mt.gov> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date October 30, 2006

Pre-Proposal Conference November 14, 2006

Deadline for Receipt of Written Questions November 20, 2006

Deadline for Posting of Written Responses to the State's Website .. Nov. 27, 2006

RFP Response Due Date November 30, 2006

Intended Date for Contract Award week of Dec. 4, 2006

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Fish, Wildlife, & Parks, (hereinafter referred to as “the State”) is seeking proposals from qualified contractors to implement timber harvest and wildfire hazardous fuels reduction, utilizing acceptable forest practices within Lone Pine State Park. This project will be overseen by the State of Montana, FWP and administered, on behalf of the State, by Northwest Management Inc (NMI). NMI is a professional forestry consulting company. Payment to contractors will be made by NMI upon satisfactory completion of each project. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of 1 year beginning upon contract execution. Renewals of the contract, by mutual agreement of both parties, may be made at 6-month intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 3 years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Sally Byrd**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Donna Aldrich**
Address: **P.O. Box 200701, 930 Custer Ave**
Telephone Number: **(406) 495-3241**
Fax Number: **(406) 495-3253**
E-mail Address: **doaldrich@mt.gov**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **November 20, 2006**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **November 27, 2006** to all questions received by **November 20, 2006**. The State's response will be by formal written addendum. Any

other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://www.fwp.mt.gov> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal Conference will be conducted at **Lone Pine State Park Visitor Center** on **November 14, 2006 at 10:00am**. Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the State.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address non-material requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.5.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.6.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and five copies** to the **purchasing office of Fish Wildlife and Parks**. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP **#070080**. ***Proposals must be received at the purchasing office of Fish Wildlife and Parks prior to 2:00, local time, November 30, 2006. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.6.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.mt.gov/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to **Helena**, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

2.3.10 Contract Negotiation. Upon issuance of the "Request for Documents Notice," the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or

information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.11 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation. A formal contract utilizing the Contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

3.1 Location

Lone Pine State Park is located approximately 4 miles Southwest of Kalispell, MT, Section 24, T28N, R22W, in Flathead County, MT.

3.2 Scope of Project

Introduction

The STATE OF MONTANA, Fish, Wildlife, & Parks, (hereinafter referred to as "the State") is seeking proposals from qualified contractors to implement timber harvest and wildfire hazardous fuels reduction, utilizing acceptable forest practices within Lone Pine State Park which are described in the following individual Project Plans. This project will be overseen by the State of Montana – FWP and administered, on behalf of the State, by Northwest Management Inc (NMI). NMI is a professional forestry consulting company. NMI will make payments to contractors upon satisfactory completion of each project. Montana Fish, Wildlife and Parks is issuing this request for proposals for qualified logging contractors. It is anticipated that alternative methodologies for equipment use, skidding and yarding suggestions will be considered. This initial timber harvest plan has been prepared for Montana Fish, Wildlife and Parks to help implement Alternative B identified in the environmental assessment prepared for the Lone Pine State Park Forest Management Project. A final timber harvest plan will be prepared upon selection of a qualified contractor. The project was initiated because of growing concern by, park users, neighbors and park management over tree mortality at Lone Pine State Park due to infestations of dwarf mistletoe, Douglas-fir bark beetle, and prolonged drought. A selective timber harvest is proposed on approximately 50 acres located on west side of Lone Pine State Park (Area #5 per attached prescription/map).

This timber harvest plan describes a proposed logging operation scheduled to commence in the early winter of 2007. Harvesting operations are anticipated to require a period of approximately 4-6 weeks (weather permitting).

The proposed harvest will result in removal of approximately 25% of the sawlog volume currently existing within the project area. Estimated volume of sawlogs to be harvested is 130 thousand board feet (MBF). The location of the timber harvest area is delineated on an attached Timber Harvest Area Topographic Map. Harvesting would be conducted using ground based logging machinery.

The overriding purpose of the harvest is to promote forest health and subsequently increase species diversity by planting western larch and ponderosa pine. Protection of wildlife habitat, scenic and open space values and wildfire hazard reduction are also primary objectives. All state and federal forestry laws, regulations, practices and guidelines will be followed during harvesting operations, including Best Management Practices for Forestry in Montana.

Goals of the Forest Management Project.

Montana Fish Wildlife and Parks have identified several goals for the proposed timber harvest:

1. Improve forest health and reduce the risk for future insect and disease damage.
2. Reduce potential for a high intensity wildfire.
3. Enhance and maintain quality wildlife habitat.
4. Maintain an aesthetically pleasing natural landscape.
5. Promote the establishment of larch and ponderosa pine seedlings

Montana Fish, Wildlife and Parks selected Northwest Management, Inc., a forestry consulting company, to assist with accomplishment of these goals. Lead forester on this project is Jim Cancroft. Northwest Management, Inc will administer all timber harvest activities.

Summary of Existing Forest Condition

For purposes of this proposal a healthy forest is defined as being biologically and structurally diverse, fire tolerant and comprised of vigorous individual trees. A healthy forest will have greater resilience to damage from natural events such as fire, drought, insect attack, and disease.

The majority of Lone Pine State Park was selectively logged approximately 60-70 years ago. Past logging removed the larger diameter ponderosa pine, western larch and Douglas fir. The result is an overstory of even-aged Douglas-fir and western larch. The park forest is comprised of 86% Douglas-fir, 13% western larch and 1% ponderosa pine.

Dwarf mistletoe is present throughout all age classes of the DF. Douglas-fir bark beetle has caused the majority of recent Douglas-fir mortality. A high percentage of western larch show evidence of being suppressed and unhealthy, with narrow, sparse crowns, the presence of heart rot, and very little recent growth. Western larch mortality has increased dramatically over the past six years as evident by the patches of standing dead trees.

Past fire suppression activities and natural plant succession have resulted in the development of a dense forest stand over the past several decades. Competition between trees for water, soil and light is intensive within most of the proposed harvest area. Stressed trees are more vulnerable to attack by insects such as spruce budworm and Douglas-fir beetle.

Specific Timber Harvest Objectives

1. Create a forest structure that improves forest resilience to dwarf mistletoe and insect infestations, primarily Douglas-fir bark beetle and spruce budworm
2. Maintain the health and vigor of old growth trees.
3. Reduce tree stress by decreasing the number of trees per acre where appropriate.
4. Create small openings to facilitate future planting of western larch and ponderosa pine.

Project Plan 1: Wildfire Hazard Reduction Area 1-Lone Pine Interpretive Center

Est. Acreage: 0.8 acre

Project Plan 2: Wildfire Hazard Reduction Area 2-Main Entrance and Caretaker's Residence

Est. Acreage: 11 acres Estimated sawlog harvest volume: 14 MBF

Project Plan 3: Grassland Restoration and Fuels Reduction Area 3

Est. Acreage: 17 acres

Project Plan 4: Wildfire Hazard reduction Area 4- Valley View Entrance

Est. Acreage: 6 acres Estimated sawlog harvest volume: 4 MBF

Project Plan 5: Lone Pine State Park Forest Improvement Project Area 5

Est. Acreage 50 acres Estimated sawlog harvest volume: 112 MBF

Timeframe for logging operation is December 15 to March 15. All work must be completed no later than March 1, 2006.

Wildfire Hazard Reduction Area 1: Lone Pine Interpretive Center

Project Location

The Lone Pine Interpretive Center is located in Lone Pine State Park at the end of Lone Pine Drive. The project area is approximately 1 acre and is the SE facing slope below the building. The project area is unit 1 on the attached Lone Pine State Park Forest Management Project aerial photo.

Project Area Description

The project is located on the short, east, facing slope beneath the Interpretive Center. The area is accessible from a walking trail that bisects the project area. The vegetation is primarily mature Douglas fir and ponderosa pine overtopping suppressed seedling and saplings.

Treatment Objectives

In the advent of a wildfire approaching from the east, a sheltered fuel break will provide an opportunity for emergency personnel to help protect the structure. The objective is to reduce forest fuels by thinning suppressed seedling and saplings, pruning leave trees and disposing of the slash. Future landscaping of the remodeled interpretive center will use fire resistant plants and follow Fire Wise guidelines for plantings and defensible space.

Project Boundary Layout

The project perimeter has been delineated with pink plastic flagging. The western boundary of the project is the fence line.

Tree Thinning Guidelines

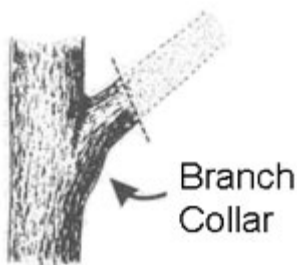
All trees marked with orange paint will be cut and removed from the project area. Stumps will be cut as close to the ground as possible and below the lowest live limb. Stump heights are not to exceed 4 inches.

Tree Pruning

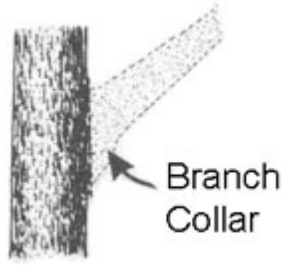
All leave trees will be pruned to a height of 6-10 feet. A variable random approach will be taken to individual tree pruning, where the first tree is pruned to 6' and the next to 10', etc. This will insure a lack of uniformity amongst leave trees. All trees less than 25' will be pruned to one third their total height. Any leave trees less than six feet in height will not be pruned.

Proper Pruning Technique

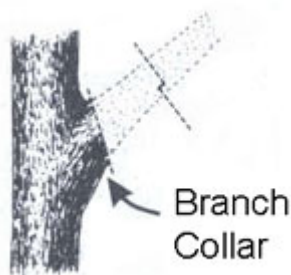
Wrong; too much stub is left after final cut.



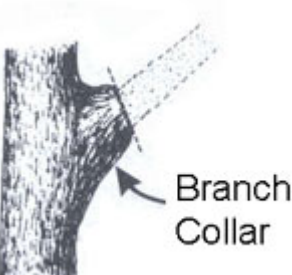
Wrong; final cut is too close to stem.



Correct; weight is removed and final cut is just above branch collar.



Correct; dead branch is removed just above branch collar.



Slash Disposal

All cut tree stems, branches and tops will be removed from the project area. All pruned branches will also be removed from the project area. Slash can be moved to slash piles at the main landing or a centralized pre-determined spot for chipping.

Weed Management

Spotted knapweed, thistles and Houndstongue were observed within the project area.

All guidelines and recommendations for managing noxious weeds in the Lone Pine State Park Management Plan will be followed. These include:

1. Power washing any vehicles or equipment prior to arrival on the property.
2. Any logging and thinning activities, which disturb mineral soil, will be seeded with a native seed mix recommend by the USDA Natural Conservation.
3. Coordinate with the recent noxious weed inventory and treatment plan which is in accordance with the Lone Pine State Park Management Plan.
4. Use a combination of mechanical, biological and chemical controls.

Wildfire Hazard Reduction Area # 2: Entrance to Lone Pine State Park & Caretaker's Residence

Project Location

This project is located at the entrance of Lone Pine State Park and surrounds the caretaker's residence. The project area is unit 2 of the Lone Pine State Park Forest Management Project aerial photo.

Project Area Description

The project is located on both sides of the road from the entrance to the park to the volleyball court. The project area around the caretaker's residence includes the east facing slope that borders the grassland restoration project. The total project area is 11 acres.

Treatment Objectives

The project objective is to create defensible space around the caretaker's residence, and create a safer working environment for firefighters involved in the suppression of a potential wildfire:

1. Reduce the likelihood of structure ignition
2. Improve safety of working environment for fire suppression personnel.
3. Reduce the likelihood that a structure fire would spread to adjacent wildlands.

This will be accomplished by thinning ladder fuels and removing conifer trees in poor biological condition.

Project Boundary Layout

The project boundary is marked with pink plastic flagging. The southern boundary of the project is the property line. The eastern boundary is the main trail heading north from the parking lot.

Tree Thinning Guidelines

Tree thinning reduces the competition between over-crowded trees and maintains the health and vigor of leave trees. Leave trees are selected based on species, stem form, genetic traits, and location within the forest canopy. Some trees with dead tops, mistletoe, sweep, forks and crook are intentionally left. These "character trees" add structural diversity to the forest and are often utilized by wildlife. Tree thinning and slash disposal will help to reduce the risk of Douglas-fir bark beetle-caused mortality within project area. Thinning susceptible forest stands, can significantly reduce beetle caused mortality by creating environmental conditions less favorable to beetles. Beetles tend to avoid open stands which are warmer, brighter and have more wind movement. However, trees within project areas remain at risk from damaging agents such as insects and disease, fire, drought, or snow and wind breakage.

All trees marked with orange paint will be cut. Stumps will be cut as close to the ground as possible and below the lowest live limb. Stump heights are not to exceed 4 inches.

All merchantable cut trees will be skidded (with tops) to the main landing or decked along pre-determined landings adjacent to the road. All slash will be moved to the main landing or a pre-determined landing adjacent to the road.

Tree Pruning

All leave trees will be pruned to a height of 6-10 feet. A variable random approach will be taken, where the first tree is pruned to 6' and the next to 10', etc. This will insure a lack of uniformity amongst leave trees. All trees less than 25 will be pruned to one third their total height. Any leave trees less than six feet in height will not be pruned. Proper pruning techniques shall be used as described in area # 1.

Slash Disposal

All slash will be transported to the main landing and either chipped, burned or removed from the property.

Safety

Safety is a prime concern and the contractor shall conduct the contract work in a safe manner and shall comply with all laws, rules, and regulations relating to the safety of persons and property. The contractor accepts responsibility to prevent accidents to its employees engaged upon or in vicinity of the project area. The contractor shall be solely responsible for the protection and safety of its employees and for daily inspection of the work area and safety equipment. The contractor shall also take all prudent safety measures to protect landowners and members of the public who may visit the project work area. Safety measures may include road signs to indicate work in progress and marking of known safety hazards.

Weed Management

Spotted knapweed, thistles and Houndstongue were observed within the project area.

All guidelines and recommendations for managing noxious weeds in the Lone Pine State Park Management Plan will be followed. These include:

1. Power washing any vehicles or equipment prior to arrival on the property.
2. Any logging and thinning activities, which disturb mineral soil, will be seeded with a native seed mix recommend by the USDA Natural Conservation.
3. Coordinate with the recent noxious weed inventory and treatment plan which is in accordance with the Lone Pine State Park Management Plan.
4. Use a combination of mechanical, biological and chemical controls.

Wildfire Hazard Reduction Area #3: Grassland Restoration and Fuels Reduction Plan

Project Location

This project is located along the parks southern boundary, and encompasses all the native grassland area. The project is delineated as unit 3 on the attached Lone Pine State Park Forest Management aerial photo.

Project Area Description

The goal is to encourage healthy and vigorous native grasslands. Native grasses found in this area include rough fescue, bluebunch wheatgrass and Idaho Fescue. Encroaching conifers are displacing native grasses, in particularly along the grasslands northern perimeter. A service road provides access through the center of the grassland. The topography is relatively flat. The project is 17 acres.

Treatment Objectives

Maintain and encourage healthy native bunchgrasses by removing encroaching conifers. Change the species composition by planting ponderosa pine and western larch along the grassland northern perimeter. Create defensible space adjacent to private residence.

Project Boundary Layout

The defensible space project around the north side of the private residence is flagged with pink plastic flagging and is approximately 1 acre in size. The grassland restoration project area is from the southern property line of the park to the edge of the timber and is also flagged in pink plastic flagging.

Tree Thinning Guidelines

All trees marked with lime green flagging in both project areas will be cut. . Stumps will be cut as close to the ground as possible and below the lowest live limb. Stump heights are not to exceed 4 inches.

Tree Pruning

All leave trees will be pruned to a height of 6-10 feet. A variable random approach will be taken to tree pruning, where the first tree is pruned to 6' and the next to 10', etc. This will insure a lack of uniformity amongst leave trees. All trees less than 25 will be pruned to one third their total height. Any leave trees less than six feet in height will not be pruned. Proper pruning techniques shall be used as described in area # 1.

Slash Disposal

All cut tree stems; branches and tops will be moved to either side of the service road and mechanically chipped.

Weed Management

Spotted knapweed, thistles and Houndstongue were observed within the project area.

All guidelines and recommendations for managing noxious weeds in the Lone Pine State Park Management Plan will be followed.

These include:

1. Power washing any vehicles or equipment prior to arrival on the property.
2. Any logging and thinning activities, which disturb mineral soil, will be seeded with a native seed mix recommend by the USDA Natural Conservation.
3. Coordinate with the recent noxious weed inventory and treatment plan which is in accordance with the Lone Pine State Park Management Plan.
4. Use a combination of mechanical, biological and chemical controls.

Wildfire Hazard Reduction Area #4: Valley View Entrance

Project Location

This project is located above the new parking lot off Valley View Drive. The treatment area loops above private residences north and south of the parking lot. The project area is unit 4 on the attached Lone Pine State Park Forest Management aerial photo.

Project Area Description

There is a significant amount of standing dead and soon to be dead Douglas-fir within the project area. These trees are dying to the effects of dwarf mistletoe, drought and bark beetles. The area is accessible from the parking lot and trail system. The topography is moderately sloped with some small benches. The project area is 5 acres.

Treatment Objectives

The primary objective is to create a sheltered fuel break, that will help prevent a fire started on private land from spreading into the park, and create safer working conditions for emergency personnel responding to a fire. This can be accomplished by thinning out ladder fuels and trees in poor biological condition. Future plans include planting ponderosa pine and western larch.

Project Boundary Layout

The project boundary is marked with pink plastic flagging. The eastern boundary of the project is the property line. The main trail serves as a portion the projects western boundary.

Tree Thinning Guidelines

Thinning helps reduce competition between over-crowded trees and maintains the health and vigor of leave trees. Leave trees are selected based on species, stem form, genetic traits, and location within the forest canopy. Some trees with dead tops, mistletoe, sweep, forks and crook will be left. These "character trees" add structural diversity to the forest and are often utilized by wildlife. Tree thinning and slash disposal will help to reduce the risk of Douglas-fir bark beetle-caused mortality within project area. Thinning susceptible forest stands, can significantly reduce beetle caused mortality by creating environmental conditions less favorable to beetles. Beetles tend to avoid open stands which are warmer, brighter and have more wind movement. However, trees within project areas remain at risk from damaging agents such as insects and disease, fire, drought, or snow and wind breakage.

All trees marked with orange paint will be cut. Stumps will be cut as close to the ground as possible and below the lowest live limb. Stump heights are not to exceed 4 inches.

All merchantable cut trees will be skidded to a small landing just south of the parking lot. All slash will be moved to the main landing or a broadcast chipped throughout the project area.

Tree Pruning

All leave trees will be pruned to a height of 6-10 feet. A variable random approach will be taken, where the first tree is pruned to 6' and the next to 10', etc. This will insure a lack of uniformity amongst leave trees. All trees less than 25' will be pruned to one third their total height. Any leave trees less than six feet in height will not be pruned. Proper pruning techniques shall be used as described in area # 1.

Slash Disposal

All merchantable cut trees will be skidded or moved to the main landing. All slash will be moved to the main landing or a broadcast chipped throughout the project area.

Lone Pine State Park Forest Improvement Project: Area #5

The proposed timber harvest area is delineated on the attached Timber Harvest Area Topographic Map. Total harvest area is estimated to be approximately 50 acres. The proposed harvest area is located on moderate topography with slopes ranging from 5-45%. The primary slope aspect is north. All trees marked with orange paint will be harvested. Douglas fir is the primary tree species present. All ponderosa pine and western larch within the project area will be retained. Very few trees greater than 18" in diameter are marked to cut. The majority of Douglas fir with moderate to severe mistletoe is marked to cut (except for trees greater than 18"). The primary forest health issue in the stand is the relative abundance of crowded trees in poor to fair biological condition. Removal of co-dominate, intermediate and overtopped saw log-sized trees in poor to fair condition is planned. A random variable density (RVD), retention has been used. Trees of all age classes with good crowns and potential for growth and longevity have been left. There were no spacing requirements for retention trees, resulting in a random, patchy forest structure. There are 5 designated "leave areas" varying from a half an acre to 4 acres in size, where no trees will be cut. All non-merchantable standing dead trees will be retained when possible.

Desired Future Condition

The proposed timber harvest is intended to reduce the stand density, yet maintain the existing forest structure by retaining mature trees, and islands of untreated forest interspersed amongst small openings and thinned areas. Healthy second growth trees are the preferred leave trees. Creating small forest openings will improve the likelihood that shade intolerant tree species; grasses, shrubs and forbs can reproduce and thrive. Western larch and ponderosa pine seedlings will be planted in openings and inter-planted on the westerly facing ridges.

Timber Harvest Method and Guidelines

Timber Harvest Equipment:

A skidder or small bulldozer will be used to yard trees that have been designated for harvest. Trees will be felled either by professional timber fallers using chainsaws or with mechanical tree cutting equipment (feller buncher). Tree tops and limbs will be left attached to cut trees. The majority of trees will be skidded by a rubber tired skidder or cat to a central landing below the picnic area. Another landing near the entrance to the archery range is also planned. Logs will be merchandized and manufactured by a de-limber into saw-logs and pulp logs and loaded onto log trucks at designated log landings.

Slash Disposal:

The majority of non-merchantable trees and slash brought to the main landing will be chipped and removed from the project area. Remaining slash will be piled in existing landings and either burned or removed from the project area. It is anticipated that there will be additional slash cleanup within the project area. Slash will be either hand piled into small "flash piles" and burned or mechanically chipped and broadcast spread throughout the project area.

Safety

Safety is a prime concern and the contractor shall conduct the contract work in a safe manner and shall comply with all laws, rules, and regulations relating to the safety of persons and property. The contractor accepts responsibility to prevent accidents to its employees engaged upon or in vicinity of the project area. The contractor shall be solely responsible for the protection and safety of its employees and for daily inspection of the work area and safety equipment. The contractor shall also take all prudent safety measures to protect landowners and members of the public who may visit the project work area. Safety measures may include road signs to indicate work in progress and marking of known safety hazards.

Weed Management

Spotted knapweed, thistles and Houndstongue were observed within the project area.

All guidelines and recommendations for managing noxious weeds in the Lone Pine State Park Management Plan will be followed. These include:

1. Power washing any vehicles or equipment prior to arrival on the property.
2. Any logging and thinning activities, which disturb mineral soil, will be seeded with a native seed mix recommend by the USDA Natural Conservation.
3. Coordinate with the recent noxious weed inventory and treatment plan which is in accordance with the Lone Pine State Park Management Plan.
4. Use a combination of mechanical, biological and chemical controls

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY" IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.1.1 References. Offeror shall provide a minimum of **3** references that are using services of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last **3** years, has successfully completed, similar types of work. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Company Experience/Training. Contractor representative must have a minimum of **5** years professional timber harvesting experience and must be an accredited logger by the Montana Logging Association. Contractor must have demonstrated experience in all aspects of logging including felling, yarding, processing, and hauling of saw-logs and pulpwood. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, within the past **3** years, including the supply/service type and dates the supplies and/or services were provided.

4.1.3 Method of Providing Services. Offeror shall provide a description of a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3. Include a description of mechanized equipment (make and model), which will be used. Identify who the on-site contractor representative will be and how often they will be on-site. If subcontractors will be used, provide names and addresses. All subcontractors must meet the Minimum Contractor Qualifications as described above. In regard to commercial timber harvesting, please describe in detail how each of the following will be accomplished:

- Felling
- Skidding (include location of skid trails)
- Loading

- Limbing and Bucking (slash shall be piled to facilitate chipping and removal of hog fuel)
- Slash Disposal

4.1.4 Contract Performance Security. The successful bidder will provide Northwest Management Inc (NMI) Contract Performance Security based upon \$20 per harvested MBF. Alternatively, the successful bidder may post a surety bond in the amount of 25% of the contract value.

SECTION 5: COST PROPOSAL

5.0 Cost Proposal

The offeror shall provide a project cost for each Project Plan and an estimated timeline for completion of each project. Describe cost per ton for harvesting and hauling of designated merchantable saw-log timber and pulpwood (orange marked trees) in Areas 2, 4 and 5. Harvesting cost to include felling, bunching, skidding, delimbing, loading and hauling to designated mills. Costs associated with construction of skid trails, skid trail erosion work, and slash piling associated with saw-log and pulpwood harvest are also to be included in the harvesting cost.

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 1000 points**.

The **References, Resumes/Company Profile and Experience, Method of Providing Services, and Offeror Financial Stability** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response covers areas not originally addressed within the RFP and includes additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (85-94%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-84%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (0-59%): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

References _10_ % of points for a possible 100 points		
Category	Section of RFP	Point Value
A. References (Complete Contact Information Provided)	4.1.1	100

Company Experience and Training _30_ % of points for a possible 300 points		
Category	Section of RFP	Point Value
A. Years of Experience	4.1.2	100
B. Past Projects	4.1.2	100
C. Staff Qualifications	4.1.2	100

Method of Providing Services _40_ % of points for a possible 400 points		
Category	Section of RFP	Point Value
A. Methods	4.1.3	150
B. Work Plan	4.1.3	250

Contract Performance Security		Pass/Fail
Category	Section of RFP	Point Value
A. Performance Security	4.1.4	Pass/Fail

Cost Proposal _20_ % of points for a possible 200 points		
Category	Section of RFP	Point Value
A. Cost Proposal	5.0	200

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost is 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ($\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$).

Lowest Responsive Offer Total Cost _____ x Number of available points = Award Points

This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in

Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

APPENDIX B: CONTRACT

1. Parties
2. Effective Date, Duration and Renewal
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer and Subcontracting
8. Hold Harmless/Indemnification
9. **Required Insurance (Optional)**
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
15. Contract Termination
16. Liaison and Service of Notices
17. Meetings
19. Transition Assistance
20. Choice of Law and Venue
21. Scope, Amendment and Interpretation
22. Execution

Lone Pine State Park – Timber Harvest and Wildfire Hazardous Fuels Reduction Project
(CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana Fish, Wildlife, & Parks, (hereinafter referred to as “the State”), whose address and phone number are P.O. Box 200701, 1420 E. Sixth Ave, Helena, MT, (406) 444-3704 and **(insert name of contractor)**, (hereinafter referred to as the “Contractor”), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on **(insert date)**, 20(), **(or upon contract execution)** and terminate on **(insert date)**, 20(), unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

3. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following:

Implement timber harvest and wildfire hazardous fuels reduction, utilizing acceptable forest practices within Lone Pine State Park, which are described in the following individual Project Plans. This project will be overseen by the State of Montana, FWP and administered, on behalf of the State, by Northwest Management Inc (NMI). NMI is a professional forestry consulting company. NMI will make payments to contractors upon satisfactory completion of each project.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the work performed in relation to the Timber Harvest and Wildfire Hazardous Fuels Reduction Project at Lone Pine State Park, Northwest Management shall pay a percentage of the total contract cost in relation to the progress of the completed portions of this contract.

4.2 Withholding of Payment. Northwest Management may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

7. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

8. REQUIRED INSURANCE

8.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$2,000,000** per occurrence and **\$1,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

8.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

8.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

8.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

8.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.9 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the **Fish Wildlife and Parks, Purchasing, P O Box 200701, Helena MT 59620**. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the **Fish Wildlife and Parks, Purchasing, P O Box 200701, Helena MT 59620**, upon expiration.

10. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

11. CONTRACT TERMINATION

11.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

11.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).)

12. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

_____ will be the liaison for the State.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

_____ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

13. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

14. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

15. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

16. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

17. SCOPE, AMENDMENT AND INTERPRETATION

17.1 Contract. This contract consists of (insert number) numbered pages, any Attachments as required, RFP #070080, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

17.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

18. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

(INSERT AGENCY NAME)

(Insert Address)

(Insert City, State, Zip)

(INSERT CONTRACTOR'S NAME)

(Insert Address)

(Insert City, State, Zip)

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)
Agency: _____

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau

APPENDIX C: RFP RESPONSE FORM

(USE ADDITIONAL SHEETS AS NECESSARY)

1. Offeror must provide a signed copy of the RFP Cover Sheet.
2. Offeror has read, understood, and agrees to comply with the items contained in Sections 1, 2, 3, 6, and Appendices A and B of RFP #070080.

Agreed

Offeror's Signature

Date

OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION THAT WILL BE EVALUATED BY THE RFP EVALUATOR/EVALUATION COMMITTEE:

3. **References (Section 4.1.1), page 13, of the RFP.** Offeror shall provide a minimum of 3 references that are using services of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last 3 years, has successfully completed, similar types of work. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided.
4. **Resumes/Company Profile and Experience (Section 4.1.2), page 19 of the RFP.**
 - A. **Years in Business (Section 4.1.2), page 19 of the RFP.**
 - B. **Past Projects (Section 4.1.2), page 19 of the RFP.**
5. **Method of Providing Services (Section 4.1.3), page 19 of the RFP.**
 - A. Description of a work plan, methods to be used, the timeframes to accomplish the work.
 - B. Include a description of mechanized equipment (make and model), which will be used.
 - C. Identify who the on-site contractor representative will be and how often they will be on-site.
 - D. **List of Subcontractors.** If subcontractors will be used, provide names and addresses.
 - A. **Detail of how each of the following will be accomplished:**
Felling, Skidding (include location of skid trails), Loading, Limbing and Bucking (slash shall be piled to facilitate chipping and removal of hog fuel), Slash Disposal
6. **Contract Performance Security (Section 4.1.5), page 20 of the RFP.**
 - A. Provide proof of availability of contract performance security.
7. **Cost Proposal (Section 5.0), page 20 of the RFP.**
8. **Completeness of Proposal.** An offeror's response must be complete at the time of submittal and contain all the reference materials necessary to provide a complete response to the RFP. An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed non-responsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **(The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.)**
9. **Number of Copies and Due Date.** Offerors must submit **one original and Five copies** to the address listed below. Proposals must be received at the purchasing office of Fish Wildlife and Parks, 930 Custer Ave, P O Box 200701 Helena MT 59620 prior to **2 p.m., local time, November 30, 2006**. Proposals received after this time will not be accepted for consideration. Facsimile or electronic submissions are not acceptable.